

Clayton Ridge CSD

Educ. Support Personnel Assn.

7/1/2005 6/30/2007

AGREEMENT
BETWEEN
CLAYTON RIDGE COMMUNITY SCHOOLS
AND
CLAYTON RIDGE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

2005-2006

AND

2006-2007

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ARTICLE I INTRODUCTION

The Board of Education of the Clayton Ridge Community Schools, of the State of Iowa, hereinafter referred to as the Employer, and the Clayton Ridge Educational Support Personnel Association, hereinafter referred to as the Employee or Association, agree as follows:

ARTICLE II RECOGNITION

The Board of Directors of the Clayton Ridge Community School District, hereinafter referred to as the "Employer" recognizes the Clayton Ridge Educational Support Personnel Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for non-certified employees, hereinafter referred to as employees and specifically as follows:

INCLUDED: Secretaries, custodians, cooks, bus drivers, teachers' aides, transportation assistant

EXCLUDED: Superintendent, principals, all certified classroom teachers, guidance counselors, librarians, Title I teachers, school nurse, high school secretary, bus mechanic/supervisor and maintenance manager/head custodian

Definitions of Terms - When used in this Agreement the following terms shall mean:

1. Employer - The terms "Employer", as used in this Agreement, shall mean the Clayton Ridge Community School District or any of its duly authorized representatives.
2. Employee - The term "Employee", as used in this Agreement, shall mean employees as specifically stated in the Public Employment Relations Board's Order Of Certification dated at Des Moines, December 11, 1989.
3. Association - The term "Association", as used in this Agreement, shall mean the Clayton Ridge Educational Support Personnel Association or any of its duly authorized representatives.
4. Day - The term "Day", as used in this Agreement, shall mean workday.

ARTICLE III**GRIEVANCE PROCEDURES****Section 1**

A Grievance shall mean only that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement. The term "grievant" shall mean the employee making the claim, or when applicable the Association, making a claim on behalf of one or more employees.

An employee shall be free to adjust individual complaints, with the Employer, without Association representation. However, at no time will an Employee be denied Association representation if requested by the Grievant.

Section 2

- (a) Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. However, when two or more employees covered by this Agreement have individual grievances arising from the same occurrence or event, such employee shall not have the right, but the Association shall have the right to present such grievance together, as grievant in accordance with these procedures.
- (b) The failure of any employee, or the Association, to initiate or appeal a grievance to the next level within the prescribed time limits shall act as to bar any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. All time limits consist of calendar days. The time limits, however, may be extended by mutual agreement.
- (c) It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grievant.

Section 3

- (a) An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his or her immediate supervisor or Principal.
- (b) If the grievance cannot be resolved informally, the grievant shall file the grievance in writing in the form of Grievance Report Form "A" attached hereto and, at a mutually agreeable time, discuss the matter with grievant's supervisor or principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of this Agreement, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) calendar days from the date of the occurrence of the event giving rise to the grievance.

The supervisor or principal or his designee shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within six (6) calendar days after receipt of the grievance. The employee shall acknowledge receipt of a copy of the written decision of the supervisor or principal or his designee on the grievance report form by the employee's signature.

- (c) In the event the grievance has not been satisfactorily resolved at the second step, the grievant shall file within five (5) calendar days of the employee's receipt of the supervisor or principal's or his designee's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) calendar days after such written grievance is filed, the grievant and the Superintendent or his designee shall meet to attempt to resolve the grievance. If the grievance is not satisfactorily resolved by such meeting, the Superintendent or his designee shall make a decision on the grievance and communicate it in writing to the employee and the supervisor or principal or his designee, within ten (10) calendar days at the third step grievance meeting. The employee shall acknowledge receipt of a copy of the written decision of the Superintendent or his designee on the grievance report form by the employee's signature.

- (d) If the grievance is not resolved at Step 3, there shall be available a fourth step of binding arbitration. The Association may submit, in writing a request on behalf of the Association and the grievant to the Superintendent within thirty (30) calendar days of receipt of the Step 3 written decision of the Superintendent to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) calendar days after said request is made. If the two parties fail to reach agreement on an arbitrator within ten (10) calendar days, the American Arbitration Association or the Federal Mediation and Conciliation Service will be requested to provide a panel of seven (7) arbitrators.

Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties. The Arbitrator's fees and expenses shall be borne equally by the Employer and the Association. Any other cost or expense of Arbitration of a grievance shall be borne by the party incurring same.

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provision of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Employer and the Association and the decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of this Agreement.

Section 4.

Questions of arbitrability shall be heard by the arbitrator at the same meeting where the merits of the grievance are presented. Provided, however, this shall in no way be construed so as to prevent either party to this agreement from challenging the appropriateness of the grieved subject throughout the grievance procedure.

GRIEVANCE REPORT FORM "A"

Date Filed _____

Distribution of Form _____

Name of Grievant _____

1. Association President _____

2. Grievant _____

3. Grievant's immediate supervisor _____

4. Superintendent or his designee _____

A. Date alleged violation, misinterpretation or misapplication occurred.
_____B. Section (s) of Agreement alleged to have violated, misinterpreted or
misapplied
_____C. State of Grievance _____
_____D. Relief Sought _____

Signature of GrievantDisposition by immediate Supervisor or the Principal

Date _____

Signature of immediate
Supervisor or PrincipalI, the grievant received a copy of this decision by the administration at Step II of the grievance
procedure this _____ day of _____, 20 _____._____
Signature of GrievantDisposition by the Superintendent or his designee at Step III.

Date _____

Signature of Superintendent or his designeeI, the grievant received a copy of this decision of the administration at Step III of the grievance
procedure this _____ day of _____, 20 _____._____
Signature of Grievant

ARTICLE IV**DUES DEDUCTION****A. Authorization**

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues. The form of the Assignment shall be as set forth in Form "B".

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct from the regular salary check of the employee each pay period, beginning in September, an amount equal to the total dues deduction authorized by the employee divided by the number of pay periods of the employee.

C. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and insurance and credit union. These authorizations shall be binding for the entire contract year.

D. The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

FORM "B"**Dues Deduction Authorization Form**

First Name Initial Last Name

Deduction per pay period: _____

I hereby request and authorize the Board of Education of Clayton Ridge Community School as my remitting agent, to deduct from my earnings each pay period, an amount to provide for total payment of my Association dues.

Name of Local Association

Date

Signature

ARTICLE V WAGES

- A. Secretaries, custodians, cooks, head cooks, teachers aides, assistant maintenance manager and transportation assistant shall receive a hourly increase of \$.40 for the 2005-6 contract year and a hourly increase of \$.40 for the 2006-7 contract year.
- B. Bus drivers shall receive a base increase of \$25.00 per month for the 2005-6 contract year and a base increase of \$25.00 per month for the 2006-7 contract year. Shuttle bus drivers shall receive a base increase of \$12.00 per month for the 2005-6 contract year and a base increase of \$12.00 per month for the 2006-7 contract year.
- C. Each employee shall receive \$.05 per hour, or \$5.00 per month for Bus Drivers, at the end of every consecutive five-year period.
- D. **METHOD OF PAYMENT.** All regular twelve-month employees shall be paid semi-monthly over a 12-month period. Bus drivers will be paid semi-monthly from September 20 through June 5 (or the first pay date following the end of the school year, whichever comes later) for the nine month school year. Custodians, aides, secretaries and cooks will be paid semi-monthly upon receipt of their time cards.
- E. **EXCEPTIONS.** When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

- F. Starting salaries shall be as follows:

		<u>2005-6</u>	<u>2006-7</u>
1. Cooks, Aides, Secretaries	per hour	\$8.19	\$8.59
2. Custodians.....	per hour	\$8.29	\$8.69
3. Asst. Maint Mgr, Transportation Asst...	per hour	\$9.29	\$9.69
4. Head Cook	per hour	\$9.19	\$9.59
5. Bus Drivers.....	per month (9 month term)	\$740	\$765
plus \$7.65 per mile over 20 miles.			
6. Shuttle Bus Drivers	per month (9 month term)	\$494	\$506
7. Teachers Associates for the Severe and Profound special education program shall receive an additional \$.75 per hour.			

G. REMUNERATION FOR PROFESSIONAL DEVELOPMENT.

1. Upon successful completion of an approved course or seminar, the employees shall notify his supervisor.
 2. Evidence of completion shall be a certificate of completion.
 3. Reimbursement shall be received for lodging, meals, mileage, and course costs.
- H. Employees may work their full normal shift for full pay on shortened school days or they may leave when school is dismissed with no compensation. This would be the employee's option.

ARTICLE VI HOLIDAYS AND VACATIONS

- A. All twelve (12) month full time employees shall receive the following paid holidays: Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Memorial Day and July 4th.
- B. Cooks, Aides, Secretaries, and Transportation Assistant shall receive the following four paid holidays: Thanksgiving, Christmas Day, New Year's Day, Good Friday.
- C. No employee shall receive any paid holidays not specifically listed in this Article.
- D. All twelve (12) month full time employees shall be provided with two weeks paid vacation annually after one full year of service. All vacation requests shall be approved by the Superintendent.

ARTICLE VII INSURANCES

The Board agrees to make the following monthly payments for health insurance for those who normally work 32 hours or more per week. The Board agrees to make the following monthly payments for health insurance for those hired prior to July 1, 2005 who normally work 30 hours or more per week. This amount shall be applied toward single and family health and major medical insurance. The maximum employer contribution shall be \$270 per month for single coverage and \$480 per month for family coverage for 2005-6. The employer contribution shall be \$298 per month for single coverage and \$503 per month for family coverage for 2006-7.

In no event shall any employee receiving single coverage prior to the effective date of this contract receive more than single coverage during the term of this contract. For all subsequent contract years, any employee receiving single coverage prior to the effective date of this contract who is eligible for family coverage and elects to take family coverage, the increase in premium cost shall be considered as a part of the total package increase for negotiation purposes.

For the 2005-6 and 2006-7 contract years, in no event shall any employee receive less employer contribution toward insurance than that employee received under their individual contract prior to the effective date of this contract.

ARTICLE VIII**LEAVES****A. Sick Leave**

Full and part-time employees of Clayton Ridge Community Schools shall be eligible for sick leave with full salary for personal illness or injury not covered by workmen's compensation as follows:

Part-time employees shall receive sick leave days on a pro-rated percentage of full time equivalency of employment.

Full time

First Year of Employment.....	10 days
Second Year of Employment.....	11 days
Third Year of Employment	12 days
Fourth Year of Employment	13 days
Fifth Year of Employment	14 days
The Sixth and subsequent years of employment	15 days

The preceding amounts shall apply only to consecutive years of employment by the Clayton Ridge Community Schools, and unused portions shall be cumulative to a maximum of ninety-five (95) days.

The employer or an authorized representative, may require medical certification to confirm the necessity for the use of more than three consecutive days of sick leave. The employer shall determine the allowability of any disputed sick leave, and no salary shall be paid for sick leave until such certification has been provided by the employee.

Medical certification will not generally be required to substantiate sick leave absences of three consecutive working days or less. However, when the employer believes that an employee is abusing sick leave privileges, the employee may be required to provide medical certification or a written statement setting forth the reason for sick leave prior to being paid for that time. The employee shall have the right to choose the type of documentation to be provided; however, should an employee obtain a false medical certification, furnish a false written statement, or fail or refuse to furnish the required documentation, the employee will not be paid for the time claimed as sick leave and may be disciplined up to and including dismissal.

Sick leave days may be taken in one-half day increments at the discretion of the Superintendent or his designee.

Sick leave will be granted for medical and dental appointments, only if the appointment is for the treatment of the employees' illness or injury. Sick leave shall not be granted for routine medical and dental exams.

One sick leave day will be granted yearly from accumulated sick leave for illness of an immediate family member consisting of spouse, child, and parent. This leave will not be cumulative.

B. Personal Leave

A leave of absence of up to four (4) full days for full time employees and three (3) full days for part time employees with full salary shall be granted by the Superintendent or his designated representative. Notification for this personal leave shall be made at least twenty-four (24) hours before taking such leave (except in cases of emergency). If personal leave is taken without prior notice because of an emergency, employees must submit a written notification of such leave in order to receive any salary for those days for which they were absent. Each employee may carry over one (1) personal leave day and personal leave shall be cumulative to a total of five (5) days for full time employees and four (4) days for part time employees, and no salary will be paid for a leave of more than five (5) days for full time employees and four (4) days for part time employees. Only two members of the Association may be gone at one time, unless it can be arranged by the supervisor, and shall not be taken the day after holidays or prior to holidays unless approved by the Superintendent or his designee.

C. Bereavement Leave

A leave of four (4) days shall be granted at any one time in the event of death of an employee's spouse, child, parent, brother, sister, grandparent, or grandchild. A leave of two (2) days shall be granted at any one time in the event of death of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

A maximum leave of one (1) day only per year shall be granted in the event of an employee's aunt, uncle, or non-relative.

D. Notification

An employee shall provide prior notice to the Superintendent or his designee and shall secure authorization from the Superintendent or his designee prior to any absence from work by reason of such death.

E. Jury and Legal Leaves

Any employee called for jury duty during school hours shall be provided such time for such appearance without salary loss. Any fees or remuneration, except reimbursement for expenses, the employee receives during such leave, shall be turned over to the District.

F. Emergency Leave

Leaves of absence with a full salary may be granted at the discretion of the Superintendent or his designee for any emergency such as serious illness or injury of an employee's relative.

G. Such leaves as are described in Section C-F are non-cumulative.

H. Family Medical Leave Act

Family and medical leaves shall be pursuant to the law.

I. Unpaid Leave

Unpaid leaves must be requested in advance and are subject to approval by the Superintendent or designee.

ARTICLE IX

HOURS

- A. **FULL TIME:** Any employee who is employed 2080 hours per year shall be considered a full time employee.
- B. **PART TIME:** Any employee who is employed less than 2080 hours per year shall be considered a part time employee.
- C. All full time and part time employees shall receive a ten (10) minute break for each four (4) hours worked.
- D. Overtime may be worked only with the approval of the Superintendent or his designee. No compensatory time shall be taken or overtime paid unless approved by the Superintendent.

ARTICLE X**STAFF REDUCTION**

- A. When it becomes necessary to reduce staff, either full or part-time, the Superintendent shall determine which employee shall be reduced. The Superintendent shall make his determination based upon the overall goals, needs and objectives of the District after examining the qualifications, abilities, competency and overall performance of the employee in the duties to which the employee has been assigned.
- B. When two or more employees desire the same contractual position, qualifications, certification, competence (defined as skill and ability), are equal, in the sole judgment of the administration, seniority, defined as continuous years of experience at the Clayton Ridge Community School District, will prevail in making the assignments. A seniority list shall be posted each year prior to July 1st for the following year.

C. RECALL.

Laid off employees shall advise the employer or his designee of his or her current address during such lay off. If the employer decides that there is a need to recall such employees, within the respective categories shall be recalled in the inverse order of lay off. However, employees with less than two full continuous years of employment with the employer shall have no right to recall under this article.

If an employee fails to notify the administrator or his designee of a change of address or fails within ten (10) calendar days after receipt of written notice by registered mail, of recall pursuant to paragraph F. of this article, to notify the employer or his designee of his or her intention and availability to return to work, all recall rights shall terminate. Seniority, experience credit, and fringe benefits shall not accrue during period of lay off.

D. RECALL RIGHTS.

Any employee terminated pursuant to this section shall have recall rights to the professional category that he was in immediately prior to said termination for one (1) year from effective date of termination. Once an employee has been recalled and refused the job, he shall have waived any further recall rights under this policy.

E. NOTIFICATION.

The administration shall provide written notice to any employee affected by reduction as early as possible.

F. BENEFITS.

Upon exercising his recall rights, any employee shall be given back his prior experience rating in the district. He shall also get all benefits and salaries pursuant to the current contract at the time of recall.

ARTICLE XI**SAFETY PROVISIONS****A. PROTECTIVE DEVICES:**

Employees shall wear safety equipment provided by the employer. Such equipment shall be worn in a proper manner by the employee.

B. UNSAFE AND HAZARDOUS CONDITIONS:

Any known hazardous or unsafe conditions shall be brought to the attention of the administration.

C. PHYSICAL EXAMINATION:

Bus drivers shall have a physical examination according to DOT and State of Iowa requirements, and all other employees shall have a physical examination every three (3) years. The cost of these physicals shall be paid for in full by the Board (whatever not covered by the health insurance company.)

ARTICLE XII**EMPLOYEE EVALUATION**

If an employee is evaluated, then the following procedures shall apply.

A. CONFERENCE AND COPY:

A copy of a written evaluation shall be given to the employee after it is prepared, and a conference shall be held between the employee and the employee's principal or supervisor within ten (10) days following preparation of the evaluation. The employee will sign the original evaluation to acknowledge awareness of the content of the evaluation but not imply agreement with the evaluation.

B. RESPONSE:

If the employee feels his written evaluation is incomplete, inaccurate or unjust, he may put his objections in writing and have them attached to the evaluation report within ten (10) days of receipt of a copy of the written evaluation.

C. PERSONNEL FILE REVIEW:

Each employee shall have the right to review the contents of his personnel file at reasonable times in the company of his principal or supervisor.

ARTICLE XIII

VOLUNTARY TRANSFERS

A. Definition of Transfer:

The movement of an employee to a different position, shall be considered a transfer.

B. Notification of Vacancies:

1. Date

The Superintendent shall post in each elementary and secondary office a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies.

2. Filing Requests

Employees who desire a change in position may file a written statement of such desire with the Superintendent. Such statement shall include the position to which the employee desires to be transferred, in order of preference. Such requests for transfer and reassignments for the following year shall be submitted not later than fifteen (15) days after the notification of the vacancy.

C. Procedures:

In the determination of requests for voluntary transfer, the wishes of the individual Employee shall be honored to the extent that the transfer does not conflict with the requirements of the school system as determined by the Board. If more than one Employee has applied for the same position, the determination as to which employee shall receive it shall be at the Board's discretion.

ARTICLE XIV

INVOLUNTARY TRANSFERS

When, in the judgment of the Superintendent, an involuntary transfer becomes necessary, an employee's qualifications, abilities, competency, suitability for the position and overall goals and needs of the District shall be considered in determining the transfer. The employee shall be notified in writing at the earliest possible date of the change to take place and the reasons for the change.

In the event the employee will not accept the involuntary transfer, each refusal will be grounds for dismissal for cause.

ARTICLE XVII**COMPLIANCE CLAUSES AND DURATION****A. Separability.**

If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting. All other provisions or applications shall continue in full force and effect.

B. Printing Agreement.

Copies of the Agreement shall be printed with cost shared 50% by Clayton Ridge Educational Support Personnel Association and 50% by the Board after agreement on format within fifty (50) days after the Agreement is signed. The Agreement shall be presented to all Employees now employed or hereafter employed by the Board.

C. Notices.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by phonogram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board President at 131 South River Park Drive, Clayton Ridge, Iowa 52052.
2. If by Board, to Association President at 131 South River Park Drive, Clayton Ridge, Iowa 52052, or to an address supplied by the Association President.

D. Duration Period.

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2007.

E. Signature Clause.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 28th day of April, 2005.

CLAYTON RIDGE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

By William M. Blanchard

William M. Blanchard, President

CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS

By Margaret J. Smith

Margaret J. Smith, President

By William M. Blanchard

William M. Blanchard, Chief Negotiator

By David Schlueter

David Schlueter, Chief Negotiator